

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release and Termination Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schwing America, Inc.		07/14/2010	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association as Administrative Agent		
<b>Street Address:</b>	80 South 7th Street		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Bank: MINNESOTA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1314329	THINK SCHWING FOR CONCRETING WITH CONFIDENCE	
Registration Number:	1300173	FOR CONCRETING WITH CONFIDENCE...THINK SCHWING	
Registration Number:	1300172	THINK SCHWING	
Registration Number:	1317648	ROLL AND FOLD	
Registration Number:	1833116	SFMS	
Registration Number:	3047171	ROCK VALVE	
Registration Number:	3038855	ROLL & FOLD	
Serial Number:	76694523	SMART DRUM	
Serial Number:	76694566	SCHWING SELECT	
Serial Number:	76694532	SCHWING ELITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	800-927-9801 x2348		

CH \$265.00 1314329

**900167183**

**TRADEMARK**  
**REEL: 004243 FRAME: 0713**

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

07/16/2010

Total Attachments: 8

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## RELEASE AND TERMINATION AGREEMENT

RELEASE AND TERMINATION AGREEMENT (this "Agreement"), dated as of July 14, 2010, by and among Schwing America, Inc., a Minnesota corporation (the "Company"), and Wells Fargo Bank, National Association in its capacity as Administrative Agent on behalf of itself and Bank of America, N.A. (as successor to LaSalle Bank National Association) under the Credit Agreement referred to below (the "Administrative Agent").

## WITNESSETH

WHEREAS, the Company and the Administrative Agent have heretofore entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of April 30, 2008 (as subsequently amended by that certain First Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of January 29, 2009, and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, contemporaneous with the effectiveness hereof, all amounts due and owing under the Credit Agreement will be repaid in full, and the Credit Agreement will be terminated (other than with respect to those provisions (including, without limitation, indemnification provisions) which expressly survive the termination thereof);

WHEREAS, the parties hereto have heretofore entered into the agreements listed on Exhibit A hereto (all such agreements, and all amendments to any and all thereof, and any documents executed in connection therewith or the transactions contemplated thereby are collectively referred to herein as the "Documents");

WHEREAS, pursuant to the Documents, the Company granted a security interest in all of its right, title and interest in, to and under the collateral described therein to secure the payment and performance of the Secured Obligations (as defined in each document, as applicable); and

WHEREAS, the parties hereto desire to terminate the Documents and release the Company from the respective liens thereunder;

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of the Documents. Each of the parties hereto agrees that (i) except with respect to those provisions (including, without limitation, indemnification provisions) which expressly survive the termination of the Documents, the Documents to which it is a party are hereby terminated and released, (ii) any requirement for notice (whether written or oral) with respect to the termination and release of any of the Documents is hereby waived by the respective parties to the Documents, (iii) any other requirement or condition precedent to the termination and release of any of the Documents is hereby waived or shall be deemed to have been satisfied, as the case may be, and (iv) all security interests granted under the Documents are hereby terminated and released.

2. Further Assurances; Delivery of Instruments. Each of the parties hereto agrees to take, at the Company's sole expense, any and all actions reasonably requested and to execute and deliver any documents or instruments as any party may reasonably request in order to evidence the termination of the Documents and the release of the liens and security interests created thereunder. The Company authorizes the Administrative Agent, at the Company's expense, to execute and deliver UCC termination statements and appropriate terminations in the United States Patent and Trademark Office in connection with the foregoing.

3. Amendment. This Agreement may not be waived, amended or otherwise modified except by a writing signed by the parties hereto.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

5. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

SCHWING AMERICA, INC.,  
as Company

By: 

Name: Ben Heulten

Title: CEO

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

RELEASE AND TERMINATION  
AGREEMENT

41-40458891

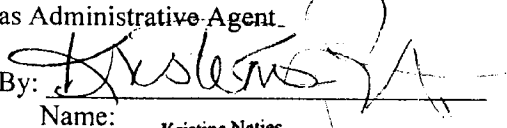
TRADEMARK  
REEL: 004243 FRAME: 0717

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

**SCHWING AMERICA, INC.,**  
as Company

By: \_\_\_\_\_  
Name:  
Title:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Kristine Netjes  
Title: Senior Vice President

RELEASE AND TERMINATION  
AGREEMENT

41-40458891

**TRADEMARK**  
**REEL: 004243 FRAME: 0718**

**Documents**

1. Security Agreement dated as of May 1, 2002 (as amended, restated, supplemented or otherwise modified from time to time) between the Company, as debtor, and the Administrative Agent, as secured party.
2. Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated February 6, 2001, filed March 9, 2001 with the Office County Recorder of Ramsey County, Minnesota (the "Records") as Document Number 3377799 made by the Company, as mortgagor, to Administrative Agent, as mortgagee, in the original principal amount of \$14,500,000, as amended by (i) Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated May 1, 2002, filed June 4, 2002 in the Records as Document Number 3505339, (ii) Second Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated July 29, 2005, filed August 25, 2005 in the Records as Document Number 3882729, (iii) Third Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated June 27, 2006, filed December 7, 2006 in the Records as Document Number 3995179, (iv) Fourth Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated April 30, 2008, filed July 15, 2008 in the Records as Document Number 4106635, (v) Fifth Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated January 29, 2009, filed February 17, 2009 in the Records as Document Number 4140787 and (vi) Sixth Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated February 11, 2009, filed May 28, 2009 in the Records as Document Number 4160112.
3. Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated December 3, 2009, filed March 30, 2010 in the Records as Document Number 4214662 made by the Company, as mortgagor, to Administrative Agent, as mortgagee, in the original principal amount of \$4,700,000.
4. Patent and Trademark Security Agreement dated as of February 15, 2009 between the Company, as debtor, and the Administrative Agent with respect to the Patents, Patent Applications, Trademarks and Trademark Applications specified on Schedule 1 hereto.
5. Four Party Wholesale Lockbox Agreement (Lender Collection Account) dated as of February 27, 2009 among the Company and the Administrative Agent, as lender, lockbox processor and depository bank.

### Schedule 1

#### **United States Issued Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
LOAD MONITORING SYSTEM FOR BOOMS	5,359,516	10/25/94
LOAD MONITORING SYSTEM FOR BOOMS	5,557,526	9/17/06
ARTICULATED BOOM MONITORING SYSTEM	6,202,013	3/13/01
BOOM UTILIZING COMPOSITE MATERIAL CONSTRUCTION	6,786,233	9/7/04
COMPOSITE MATERIAL PIPING SYSTEM	6,719,009	4/13/04
CONVEYING PIPELINE MOUNTED INSIDE A BOOM	6,698,451	3/2/04
BOOM STIFFING SYSTEM	6,755,212	6/29/04
AUTOMATIC LEVELING SYSTEM FOR ARTICULATED BOOM	6,351,696	2/26/02
PIPELINE AIR POCKET DETECTION SYSTEM	6,375,432	4/23/02
UNIVERSAL MAST SUPPORT FRAME AND METHOD FOR MOUNTING MASTS	7,114,690	10/03/06
FIRE-FIGHTING SYSTEM HAVING IMPROVED FLOW	6,808,025	10/26/04
CONCRETE MIXING TRUCK ANTI-ROLLOVER SYSTEM	6,938,716	9/6/05
REAR UNDER-RIDE PROTECTION DEVICE	6,604,765	8/12/03
FOLD-OVER CHUTE SAFETY DEVICE	6,719,118	4/13/04
SELF LEVELING BOOM SYSTEM WITH ROTATABLE WORKING ASSEMBLY	7,055,613	06/06/06
AUXILIARY AXLE SYSTEM FOR CONCRETE PUMP TRUCK	7,398,981	7/15/08
BOOSTER AXLE PIVOT MOUNT	7,175,189	02/13/07
BOOM UTILIZING COMPOSITE MATERIAL CONSTRUCTION	7,128,094	10/31/06

#### **United States Patent Applications**

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>
BOOM UTILIZING COMPOSITE MATERIAL CONSTRUCTION	11/492,403	7/24/06
AUTOMATIC DRUM ROTATION CONTROL FOR CONCRETE TRANSIT MIXER TRUCK	11/641,392	12/19/06



ELASTOMER LINED, ABRASION RESISTANT PIPE AND METHOD FOR MANUFACTURE	12/009,059	1/16/08
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#### Foreign Issued Patents

Title	Country	Patent No.	Issue Date
OUTRIGGER MOUNTED AXLE ASSEMBLY	Canada	1309706	11/3/92
CONCRETE PUMP MONITORING SYSTEM	Canada	2113589	12/17/02
CONCRETE PUMP MONITORING SYSTEM	Mexico	187058	11/17/97
LOAD MONITORING SYSTEM FOR BOOMS	Mexico	209708	8/16/02
LOAD MONITORING SYSTEM FOR BOOMS	Canada	2127515	9/13/05
ELASTOMER LINED, ABRASION RESISTANT PIPE AND METHOD FOR MANUFACTURE	PCT	US08/00535	1/16/08

#### United States Issued Trademarks, Service Marks and Collective Membership Marks

##### Registrations

Mark	Trademark No.	Grant Date
FOR CONCRETE WITH CONFIDENCE...THINK SCHWING AND DESIGN	1,314,329	1/15/85
FOR CONCRETING WITH CONFIDENCE...THINK SCHWING	1,300,173	10/16/84
THINK SCHWING	1,300,172	10/16/84
ROLL AND FOLD	1,317,648	2/5/85
SFMS	1,833,116	4/26/94
ROCK VALVE	3,047,171	1/24/06
ROLL & FOLD	3,038,855	1/10/06

##### Applications

Mark	Trademark Serial No.	Filing Date
SMART DRUM	76/694,523	11/28/08
SCHWING SELECT	76/694,566	11/28/08
SCHWING ELITE	76/694,532	11/28/08